a notary, the defendant had declared to him that she had had an abortion performed by a woman, was objected to. On appeal, *held,* the evidence was inadmissible. *State* v. *Gruick* (N. J. L. 1921) 114 Atl. 547.

Hearsay testimony is generally inadmissible because the declarant may not be cross-examined, does not confront the parties, and is not under oath. 2 Wigmore, *Evidence* (3d ed. 1904) § 1362. There are, however, numerous exceptions to this rule. Thus the statements of a person as to present internal suffering are generally admitted since it is only by these statements, and animal utterances or acts, that such facts can be ascertained. *Brown* v. *Mount Holly* (1897) 69 Vt. 364, 38 Atl. 69; see *R. R.* v. *Newell* (1885) 104 Ind. 264, 270, 3 N. E. 836; *Williams* v. *Great Northern Ry.* (1897) 68 Minn. 55, 61, 70 N. W. 860 (admissible only if made to a physician). When made to a physician for treatment, they are admissible even though relating to past feelings. *Barber* v. *Merriam* (Mass. 1865) 11 Allen 322; see *R. R.* v. *Newell, supra,* 271; but see *Davidson* v. *Cornell* (1892) 132 N. Y. 228, 237, 30 N. E. 573. So even though made *post litem motam. Chicago Rys.* v. *Kramer* (C. C. A. 1916) 234 Fed. 245; *Hobson* v. *R. R.* (1913) 180 Ill. App. 84; but *cf. Kath* v. *Wisconsin Central R. R.* (1904) 121 Wis. 503, 99 N. W. 217. This additional exception is made because of the incentive to tell only the truth as to symptoms to a medical attendant. See *Barber* v. *Merriam, supra,* 325. No such reasoning applies to statements as to the cause of an injury, and such hearsay testimony is properly excluded. *Roosa* v. *Boston Loan Co.* (1882) 132 Mass. 439; see *Amys* v. *Barton* [1912] 1 K. B. 40, 44. Similarly where the statements were made solely to enable an expert to testify. *Shaughnessy* v. *Holt* (1908) 236 Ill. 485, 86 N. E. 256; see *Keller* v. *Town of Gilman* (1896) 93 Wis. 9, 11, 66 N. W. 800; but see *R. R.* v. *Newell, supra,* 271. On both these interrelated grounds the decision in the instant case was correct.

Evidence—Parol Evidence Rule—Written Instrument Not Expressing Entire Agreement.—The plaintiff orally agreed to become the adopted daughter of the deceased in consideration of his oral agreement to leave her, upon his death, a certain income. Subsequently, in compliance with the statutes of the state, a written adoption agreement containing no matters other than those technically required by the statutes, was executed. The trial court found that the parties had no intent to make the written adoption agreement include a special income agreement. In an action for breach of the oral agreement, *held,* for the plaintiff. *Strakosch* v. *Connecticut Trust & Safe Deposit Co.* (Conn. 1921) 114 Atl. 660.

In its ultimate aim and effect, the parol evidence rule is a rule of substantive law rather than a rule of evidence. See *Lese* v. *Lamprecht* (1909) 196 N. Y. 32, 36, 89 N. E. 365; 2 Williston, *Contracts* (1920) § 631; 4 Wigmore, Evidence (3d ed. 1904) § 2425 (1). Where parties merge all prior negotiations and agreements in a writing, intending to make that the repository of their final understanding, at law the writing alone will create legal relations. See *Lese* v. *Lamprecht, supra* 36; *Fuchs* v. *Kittredge* (1909) 242 Ill. 88, 89 N. E. 723. If the written instrument was not intended to express the entire agreement, the rule does not exclude parol evidence about matters not covered by the writing. *Horner* v. *Maxwell* (1915) 171 Iowa 660, 153 N. W. 331; *Cooper* v. *Payne* (1906) 186 N. Y. 334, 78 N. E. 1076. Although there seems to be a divergence of opinion concerning the admissibility of parol evidence to prove the incompleteness of the agreement, most courts including even the greater part of those which state their purpose to confine their inquiries to the face of the writing, consider surrounding circumstances and actions. See *Thomas* v. *Scutt* (1891) 127 N. Y. 133, 139 *et seq.,* 27 N. E. 961; *Stone* v. *Spencer* (1920) 79 Okla. 85, 88, 191 Pac. 197;

*Davis* v. *Cress* (1913) 214 Mass. 379, 382, 101 N. E. 1081. But the parts of the agreement proposed to be proved by parol must not be inconsistent with or repugnant to the language of the written instrument. *Studwell* v. *Bush Co.* (1912) 206 N. Y. 416, 100 N. E. 129. Since there was no mention of income in the written agreement, nor was the instrument a natural place to include such stipulation, and in view of the express finding of the intention by the trial court, the decision seems sound. *Cf. Horner* v. *Maxwell, supra*; *Cooper* v. *Payne, supra.*

HABEAS CORPUS—JURISDICTION OF COURTS-MARTIAL—DESERTION BY ONE IMPROPERLY DRAFTED INTO ARMY.—The petitioner, who was inducted into the army over his protests that he was entitled to exemption as a non-declarant alien under the Selective Service Act, deserted, and upon apprehension was held for trial by court-martial. On habeas corpus, *held,* petition denied. *Ex parte Kerekes* (D. C. E. D. Mich. 1921) 274 Fed. 870.

The extraordinary remedy of habeas corpus will not lie when ordinary measures are appropriate. Thus it is not available for mere errors of law. *Ex parte Yarbrough* (1884) 110 U. S. 651, 4 Sup. Ct. 152. Nor for defense on, or examination into, the merits, unless a jurisdictional issue is involved. See *Clarke's Case* (1853) 66 Mass. 320, 321. But it will always lie for lack of jurisdiction over the subject matter or person. *McClaughry* v. *Deming* (1902) 186 U. S. 49, 22 Sup. Ct. 786. A deserter arrested more than two years after the expiration of his enlistment, having thus the defense that the statutory limitation had run, is within the court-martial's jurisdiction since he was never discharged from the army. *In re Cadwallader* (C. C. 1904) 127 Fed. 881; see (1904) 4 COLUMBIA LAW REV. 601. An enlisted minor of sufficient age to be a soldier with his guardian's consent, is *de jure* a soldier. *In re Morrissey* (1890) 137 U. S. 157, 11 Sup. Ct. 57. Therefore he is amenable to military jurisdiction for military offenses, and his parents cannot obtain his release by habeas corpus prior to the expiation of his offense. See *Ex parte Dunakin* (D. C. 1913) 202 Fed. 290, 292. The Selective Service Act conferred exclusive jurisdiction upon draft boards to determine a registrant's liability for service. *United States* v. *Kinkead* (D. C. 1918) 248 Fed. 141. And the board's finding is final when there has been a full and fair hearing. See *United States* v. *Kinkead, supra,* 143; *Angelus* v. *Sullivan* (C. C. A. 1917) 246 Fed. 54, 62. Thus, in the instant case, if there was error, the petitioner was restricted to an appeal from the local board's decision to the district draft board. But the petitioner was under the jurisdiction of the army so long as the ruling stood. The writ was therefore rightly refused.

INSURANCE—VOLUNTARY EXPOSURE TO UNNECESSARY DANGER.—The insured was killed while voluntarily aiding a marshal in pursuit of armed burglars. In an action on the policy which contained a clause against "voluntary exposure to unnecessary danger," *held,* proper to submit to the jury the question whether the insured incurred needless risk. *Sockett* v. *Masonic Protective Ass'n* (Neb. 1921) 183 N. W. 101.

Voluntary exposure to danger consists in the intentional performance of an act which a reasonably prudent man would consider dangerous. *Tuttle* v. *Travellers' Ins. Co.* (1883) 134 Mass. 175. Since the insured's act was dangerous within the above definition, the question whether it was unnecessary within the meaning of the policy is alone important. Insurance policies are liberally construed in favor of the insured. *Humphreys* v. *Nat'l Benefit Ass'n* (1891) 139 Pa. St. 264, 20 Atl. 1047. Exposure to dangers incidental to the habits and life of the insured is not unnecessary. *Manufacturers' Accident Indemnity Co.* v. *Dorgan* (C. C. A. 1893) 58 Fed. 945. Hazardous acts intentionally performed in connection with one's employment are not prima facie unnecessary. *Rustin* v. *Standard Ins. Co.* (1899) 58 Neb.